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# FLOCK GROUP INC.
# SERVICES AGREEMENT
# ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**" ). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

| | |
|---|---|
| **Agency:** NC - Columbus County SO<br><br>**Legal Entity Name:** | **Contact Name:** Jimmy Hardin |
| **Address:**<br>805 Washington Street<br>Whiteville, North Carolina 28472 | **Phone:** (910) 642-6551<br>**E-Mail:** jhardin@columbussheriff.com |
| **Expected Payment Method:** | **Billing Contact:**<br>(if different than above) |
| **Initial Term:** 24 months<br>**Renewal Term:** 24 months | **Billing Term:** Invoice Plan payment due Net 30 per terms and conditions<br>**Billing Frequency:** 1 year invoices broken into 3 payments. 1st invoice: All professional services/implementation costs and 50% of Annual Recurring Subtotal. 2nd Invoice: 25% of Annual Recurring Subtotal. 3rd Invoice: 25% of Annual Recurring Subtotal. Annual payment at annual subscription term date invoiced for the remainder of subscription term after initial 12 months. |

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## Professional Services and One-Time Purchases

| Name | Price/Usage Fee | QTY | Subtotal |
|---|---|---|---|
| Professional Services - Standard Implementation Fee | $350.00 | 6.00 | $2,100.00 |

## Hardware and Software Products

Annual recurring amounts over subscription term

| Name | Price/Usage Fee | QTY | Subtotal |
|---|---|---|---|
| Falcon | $2,500.00 | 6.00 | $15,000.00 |

| | |
|---|---|
| **Subtotal Year 1:** | $17,100.00 |
| **Subscription Term:** | 24 Months |
| **Annual Recurring Total:** | $15,000.00 |
| **Estimated Sales Tax:** | $2,166.75 |
| **Total Contract Amount:** | $32,100.00 |

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I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

**By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

| **FLOCK GROUP, INC.** | | **Agency: Columbus County** | |
|---|---|---|---|
| By: | DocuSigned by: Mark Smith AC5C931454C24F3... | By: | SHERIFF W.A. Roberts |
| Name: | Mark Smith | Name: | W.A. ROBERTS |
| Title: | General Counsel | Title: | SHERIFF |
| Date: | 3/30/2023 | Date: | 3-27-2023 |

**This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.**

**Finance Officer** **Date**

**Approved as to form:** _____

**Date**

APPROVED
Columbus County Board
of Commissioners
on 3-21-23
Jan Nealey, Clerk to the Board.

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flock safety

# GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

## RECITALS

**WHEREAS,** Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

**WHEREAS,** Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS,** Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS,** Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

## AGREEMENT

**NOW, THEREFORE,** Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

## 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "***Agency Data***" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 ***"Agency Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. "***Agency Hardware***" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "***Aggregated Data***" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 "***Deployment Plan***" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 "***Documentation***" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 "***Embedded Software***" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 "***Falcon Flex***" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 "***Flock Hardware***" means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 "***Flock IP***" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 "***Flock Safety Falcon™***" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 "***Flock Safety Raven™***" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 "***Flock Safety Sparrow™***" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 "***Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 "***Implementation Fee(s)***" means the monetary fees associated with the Installation Services, as defined below.

1.20 "***Installation Services***" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 "***Non-Agency End User(s)***" means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 "***Services***" or "***Flock Services***" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 "***Support Services***" means Monitoring Services, as defined in Section 2.10 below.

1.24 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 "***Wing Suite***" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 "***Wing Livestream***" means real-time video integration with third-party cameras via the Flock interface.

1.28 "***Wing LPR***" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.29 "***Wing Replay***" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

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## Certificate Of Completion

Envelope Id: BDE48268313243988A58DB1C9998579E
Subject: Complete with DocuSign: Flock New.pdf
Source Envelope:
Document Pages: 22
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Taylor Ellison
1170 Howell Mill Rd NW
Unit 210
Atlanta, GA 30318
taylor.ellison@flocksafety.com
IP Address: 23.115.83.75

## Record Tracking

Status: Original
3/30/2023 2:59:54 PM

Holder: Taylor Ellison
taylor.ellison@flocksafety.com

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Mark Smith<br>mark.smith@flocksafety.com<br>General Counsel<br>Flock Group Inc<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Mark Smith<br>AC5C831454C24F3...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 71.145.212.192 | Sent: 3/30/2023 3:00:44 PM<br>Viewed: 3/30/2023 3:14:04 PM<br>Signed: 3/30/2023 3:14:08 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| **In Person Signer Events** | **Signature** | **Timestamp** |
| **Editor Delivery Events** | **Status** | **Timestamp** |
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |
| **Carbon Copy Events** | **Status** | **Timestamp** |
| Jimmy Hardin<br>jhardin@columbussheriff.com<br>Chief Deputy<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 3/30/2023 3:14:09 PM<br>Viewed: 3/30/2023 4:21:53 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 8/10/2022 11:19:22 AM<br>ID: 158c340e-d7dd-411c-a762-217c75366a6f | | |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 3/30/2023 3:00:44 PM |
| Certified Delivered | Security Checked | 3/30/2023 3:14:04 PM |
| Signing Complete | Security Checked | 3/30/2023 3:14:08 PM |
| Completed | Security Checked | 3/30/2023 3:14:09 PM |

| Payment Events | Status | Timestamps |
| --- | --- | --- |
| Electronic Record and Signature Disclosure | | |

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Flock Safety (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Flock Safety:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: vishal.deshmukh@oyasolutions.com

**To advise Flock Safety of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at vishal.deshmukh@oyasolutions.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Flock Safety**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to vishal.deshmukh@oyasolutions.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Flock Safety**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may: